

REMARKS/ARGUMENTS

The present Amendment is responsive to the final Office Action mailed July 2, 2007, in the above-identified application.

Applicant's Statement of Substance of Interview

Applicant thanks the Examiner for the opportunity of a telephone interview conducted on November 1, 2007. During the interview, Applicant's representative discussed a possible amendment to claim 15 to clarify that the contracted service module refers to the second data storage unit to determine whether the mobile subscriber unit is capable of receiving the contracted advanced services in a foreign network. The Examiner agreed that such an amendment to claim 15 would overcome the references cited in the Office Action. The foregoing will serve as Applicant's statement of the substance of the interview.

Claims 2-16 are the claims currently pending in the present application.

Claims 3, 8 and 15 are amended to clarify features recited thereby. The amendment to claim 15 is fully supported by applicant's disclosure. (See, for example, Specification, page 3, line 14-19).

Rejection of Claims 3, 8 and 15 under 35 U.S.C. § 103

Claims 3, 8 and 15 are rejected under 35 U.S.C. § 103 as being obvious from Joss et al., U.S. Patent No. 6,684,073 in view of McCombe, GB Patent 2,280,085, and Ahn et al., U.S. Patent 6,681,111. Reconsideration of this rejection is respectfully requested.

Claim 15 requires a contracted service module operable to provide the contracted advanced service to the mobile subscriber unit by referring to the features data stored in the second data storage unit to determine whether the mobile subscriber unit is capable of receiving the contracted advanced service in the foreign network.

Thus, according to an aspect of Applicant's invention as discussed, for example, on page 5, lines 20-29, when an event-based service such as event generator 11 generates a subscription service, such as news, for the mobile subscriber, the module 19 consults the second data storage unit to determine whether the subscriber is located in a foreign network, and determines whether

the contracted advanced service can be provided in the foreign network by referring to the second data storage unit.

The Office Action acknowledges that Joss is silent on a contracted service module operable to provide the contracted advanced services to the mobile subscriber unit in the foreign network in real time by referring only to the identifying data stored in the second data storage unit to determine the location of the mobile subscriber, as required by claim 15 (Office Action, page 5). However, the Office Action alleges that McCombe discloses a special service module that, in response to identifying the data stored in an HLR, provides contracted special services to the mobile subscribers in the foreign networks, citing McCombe, page 14, line 19 – page 15, line 3 (Office Action, page 5). The Office Action identifies the MSC (Mobile Service Switching Center 32A/32B) of McCombe as the special service module, and identifies McCombe's charging information associated with call forwarding as the special service.

First, it is respectfully submitted that, as shown for example in McCombe Fig. 2, the MSC handles communication between the base station 22A (and 24A and 26A) and either the Home Location Register (HLR) 40A or the Visitor Location Register (VLR) 42A. The MSC is not a contracted service module, as required by claim 15.

Further, McCombe does not disclose or suggest referring to the features data stored in the second data storage unit to determine whether the mobile subscriber unit is capable of receiving the contracted advanced services in the foreign network, as further required by claim 15.

Ahn does not cure these deficiencies of Joss and McCombe as they relate to the above-cited features of claim 15. Ahn discloses an international roaming gateway system (IRGS) by which a CDMA (Code Division Multiple Access) telephone system 100 is connected with a GSM (Global Satellite Mobile) telephone system 200. Accordingly, Joss, McCombe and Ahn do not disclose or suggest the features of claim 15.

Claims 3 and 8 depend from claim 15 and are therefore patentably distinguishable over the cited art for at least the same reasons.

Further, with respect to claim 3, Applicant notes that claim 3 requires an event generator operable to generate at a timing of the event generator a contracted advanced service for the subscriber unit.

Thus, as disclosed, for example, at page 5, lines 20-32 of Applicant's disclosure, the event generator 11 can, for example, send the news to the subscriber unit at certain times in accordance with the timing of event generator 11 itself.

Therefore, the cited art does not disclose or suggest the recitations of claim 3, and accordingly, claim 3 would not have been obvious based on the cited references.

Rejection of Claims 2, 5-7, 9, 10 and 12-14 under 35 U.S.C. § 103

Claims 2, 5-7, 9, 10 and 12-14 are rejected under 35 U.S.C. § 103 as being obvious from Joss, McCombe and Ahn in view of Nilsson, WO 01/10109. Reconsideration of this rejection is respectfully requested.

Nilsson does not cure the above-discussed deficiencies of Joss, McCombe and Ahn as they relate to the above-cited features of independent claim 15. Therefore, since claims 2, 5-7, 9, 10 and 12-14 depend from claim 15, they are patentably distinguishable over the cited art for at least the same reasons.

Rejection of Claim 4 under 35 U.S.C. § 103

Claim 4 is rejected under 35 U.S.C. § 103 as being obvious from Joss, McCombe and Ahn in view of Yamaguchi et al., U.S. Patent No. 6,002,931. Reconsideration of this rejection is respectfully requested.

Yamaguchi discloses an internetworking apparatus that can be connected to various mobile networks, which include a database for holding network identity information to identify the mobile network to which a mobile user visited (Yamaguchi, Abstract). The cited art does not disclose or suggest a contracted service module that refers to the features data stored in the second data storage unit to determine whether the mobile subscriber unit is capable of receiving the contracted advanced service in the foreign network, as required by claim 15.

Yamaguchi does not cure the above-cited deficiencies of Joss, McCombe and Ahn as they relate to the above-cited features of claim 15. Therefore, since claim 4 depends from claim 15 it is patentably distinguishable over the cited art for at least the same reasons.

Rejection of Claim 11 under 35 U.S.C. § 103

Claim 11 is rejected under 35 U.S.C. § 103 as being obvious from Joss, McCombe, Ahn and Yamaguchi in view of Nilsson. Reconsideration of this rejection is respectfully requested.

Joss, McCombe, Ahn, Yamaguchi and Nilsson, even taken together in combination, do not disclose or suggest the recitations of claim 15. Therefore, since claim 11 depends from claim 15 it is patentably distinguishable over the cited art for at least the same reasons.

In view of the foregoing, allowance of the claims is respectfully requested.

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Respectfully submitted,



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